## RECORD THIRD

Prepared by: Morris & Associates 2309 Oliver Road Monroe, Louisiana 71201 Telephone: 318-330-9020 Sean Southern Bar# 103043

Grantor: Jeffrey Dettelbach 11277 Sandy Run Jupiter, FL 33478 662-429-0185 NA

Grantee: Federal National Mortgage Association 14221 Dallas Parkway, Suite 1000 Dallas, TX 75254 866-570-5277 Return To:
Morris & Associates
2309 Oliver Road
Monroe, Louisiana 71201
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INDEXING INSTRUCTIONS

Lot 428, Sec C, Lake Forest S/D, in Sec 25, T1S, R9W, Plat Book 12, Page 5, DeSoto County, MS

STATE OF MISSISSIPPI COUNTY OF DeSoto

## **BORROWER'S ESTOPPEL AFFIDAVIT**

THIS AFFIDAVIT, made this 20th day of Works, 20 12 by Jeffrey Dettelbach, hereinafter referred to as Grantor,

## WITNESSETH:

That the Grantor, Jeffrey Dettelbach executed and delivered a certain promissory note in the principal sum of \$111,900.00 and secured by a mortgage of the same date, covering the real estate located at 6980 Slash Pine Dr, Walls, Mississippi 38680 in Book 2399 at Page 171, and more particularly described as follows:

Lot 428, Section C, Lake Forest Subdivision, in Section 25, Township 1 South, Range 9 West, DeSoto County, Mississippi as per plat thereof recorded in Plat Book 12, Page 5, in the office of the Chancery Clerk of DeSoto County, Mississippi.

The Grantor has defaulted in the payments due on said note and is unable to meet the obligations of said note and mortgage according to the terms. The grantor is now executing a deed of even date herewith conveying the above-described property. The Grantor acknowledges, agrees and certifies that the aforesaid deed was an absolute conveyance of the Grantors' rights, title and interest in and to said real estate, together with all buildings thereon and appurtenances thereunto belonging and appertaining, and with release of all dower and homestead rights in and to said real estate and also conveys, transfers and assigns the Grantors' rights of possession, rentals, and equity of amount of said indebtedness outstanding. In consideration of the premises hereof and in consideration of such conveyance, the Grantor has received a full and complete release of personal liability on the note together with the cancellation of record of the mortgage by said Grantee. Said deed was given voluntarily by the Grantor to the Grantee, in good faith on

the part of the Grantor and Grantee, without any fraud, misrepresentation, duress, or undue influence whatsoever, or any misunderstanding of the part of the Grantor or Grantee, and was not given as preference against any other creditors of said Grantor. The conveyance by said deed shall be and is hereby intended and understood to be an absolute conveyance and an unconditional sale, with full extinguishment of Grantors' rights, title and interest of every character in and to said property.

This document will not merge the deed with the deed of trust or mortgage.

This Affidavit has been made for the protection and benefit of the aforesaid Grantee in said deed, his successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property described therein, and shall bind the respective heirs, executors, administrators and assigns of the undersigned.

Grantor and Grantee expressly agree that nothing in this instrument is intended to work as a merger of Grantee's interest in said Property by virtue of said Mortgage and the fee interest therein. Grantee shall retain its status as mortgagee and said mortgage is not extinguished as a lien in rem only with regard to any junior lienholders, if any. If there are junior lienholders, said Deed of Trust shall not restrict the right of the Grantee to institute foreclosure proceedings against said junior lienholders if the Grantee desires, but the conveyance by said Deed shall be and is hereby intended and understood to be an absolute conveyance and an unconditional sale, with full extinguishment of grantor's rights, title and interest of every character in and to said Property.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand, this 20th day
of November, 2012.
Jeffrey Dettelbach
STATE OF Florida COUNTY OF Polm Beach
state, on this the day of day of, 2012, within my
state, on this the day of November, 2012, within my jurisdiction, the within named grantor Jeffrey Dettelbach, who acknowledged that he signed,
executed and delivered the above and foregoing instrument of writing as his own act and deed
MARK EINLOTH
MY COMMISSION # EE170725
NOTARY PUBLIC: MY COMMISSIONES 19, 2016